

Reference Agreement A-2017-39  
as a Schedule to this By-law.

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2017-39

By-law to enter into a contract with Nasci Construction Services Ltd. for the  
2017 Road Repairs Program

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**WHEREAS** under Section 9 of the Municipal Act 2001, S.O., 2001, c. 25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act.

**AND WHEREAS** under Section 8(1) of the Municipal Act 2001, S.O., 2001, c. 25, as amended, shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues;

**AND WHEREAS** the Council of The Corporation of the Town of Amherstburg deems it expedient to enter into a contract with Nasci Construction Services Limited for the 2017 Road Repairs Program.

**NOW THEREFORE** the Council of The Corporation of the Town of Amherstburg enacts as follows:

1. That the Council of The Corporation of the Town of Amherstburg agrees to enter into the contract as attached hereto as Schedule "A" to this By-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of Town of Amherstburg.
3. This By-law shall come into force and take effect immediately upon the final passing thereof.

Read a first, second and third time and finally passed this 8th day of May, 2017.

  
\_\_\_\_\_  
MAYOR - ALDO DICARLO

  
\_\_\_\_\_  
MUNICIPAL CLERK - PAULA PARKER

The Corporation of the  
Town of Amherstburg, Ontario

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**CONTRACT**

**2017 ROAD REPAIRS  
T06-2017-008**

**Ref. No. 320007651762**

**CERTIFICATE OF INSURANCE**

Aon Reed Stenhouse Inc.  
3200 Deziel Drive  
Suite 530  
Windsor ON N8W 5K8  
tel 519-256-8281 fax 519-256-3256

Re: Evidence of Insurance:  
2017 Road Repairs #T06-2017-008

**The Corporation of the Town of Amherstburg**  
271 Sandwich Street South  
Amherstburg, ON N9V 2Z3

Insurance as described herein has been arranged on behalf of the Insured named herein under the following policy(ies) and as more fully described by the terms, conditions, exclusions and provisions contained in the said policy(ies) and any endorsements attached thereto.

**Insured**

Nasci Construction Services Ltd.  
5140 Dumouchelle Street  
Windsor, ON N9A 6J3

**Coverage**

Commercial General Liability	Insurer	Continental Casualty Company	
Policy #	MPR2345950		
Effective	18-Mar-2017	Expiry	18-Mar-2018
Limits of Liability	Bodily Injury & Property Damage, Each Occurrence \$2,000,000 Products and Completed Operations, Aggregate \$2,000,000 Personal Injury & Advertising Liability \$2,000,000 Employers Liability \$2,000,000 Tenant's Legal Liability - All Risks \$500,000 Non-Owned Automobile Liability \$2,000,000 Legal Liability for Damage to Hired Automobiles \$50,000 Policy may be subject to a general aggregate and other aggregates where applicable		
Automobile Owners Form	Insurer	Continental Casualty Company	
Policy #	CAE2345951		
Effective	18-Mar-2017	Expiry	18-Mar-2018
Limits of Liability	Third Party Liability - O.A.P.1 \$2,000,000 AutosOwnLicLea		
Umbrella Liability	Insurer	Continental Casualty Company	
Policy #	MPR2345950		
Effective	18-Mar-2017	Expiry	18-Mar-2018
Limits of Liability	Each Occurrence \$3,000,000 LmtGenAgg \$3,000,000 Policy may be subject to a general aggregate and other aggregates where applicable		

**THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE**  
OR, IN THE CASE OF AUTOMOBILE INSURANCE,  
**THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE**



Ref. No. 320007651762

CERTIFICATE OF INSURANCE

**Additional Insured**

Only with respect to the above and arising out of the Named Insured's operations are the following name(s) added to the policy as Additional Insured(s). The policy limits are not increased by the addition of such Additional Insured(s) and remain as stated in this Certificate.

The Corporation of the Town of Amherstburg, The County of Essex, and the Ministry of Transportation where required by written contract or written agreement with respect to Commercial General Liability

**Terms and / or Additional Coverage**

Cross Liability and Contractual Liability Included (Contractual Liability is covered where there is an insured contract in force)

Severability of Interest is Included

All Coverages Subject to Policy Terms and Conditions (including Statutory Conditions and Exclusions)

This certificate does not amend, extend, or alter the coverage afforded by the policy(ies).

Commercial General Liability policy does not exclude:

shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or subsidence of any property, structure or land from any cause

PLEASE NOTE: The Umbrella Liability Policy is an Excess Liability Coverage Over and Above the Liability Limits Covered Under the Commercial General Liability and Automobile Insurance Policies. Further the Umbrella Policy "Follows Form" of the Underlying Primary Policies. (including Property Damage and Bodily Injury Liability)  
The Umbrella Liability Policy Contains the SPF7 Endorsement (Excess Automobile)

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**Commercial General Liability**

DedBodilyInjury&PropDamage \$2,500  
Each Occurrence

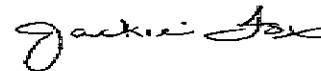
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**Cancellation / Termination**

The Insurer will endeavour to provide THIRTY ( 30 ) days written notice of cancellation/termination to the addressee except that statutory or policy conditions (whichever prevails) will apply for non-payment of premium.

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO The Corporation of the Town of Amherstburg. OTHER PERSONS RELYING ON THIS CERTIFICATE DO SO AT THEIR OWN RISK.

Aon Reed Stenhouse Inc.



Dated : 19-May-2017  
Issued By : Fox, Jackie  
Tel : +15192568281

THE POLICY CONTAINS A CLAUSE THAT MAY LIMIT THE AMOUNT PAYABLE  
OR, IN THE CASE OF AUTOMOBILE INSURANCE,  
THE POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mm- yyyy) / Période de validité (jj/mm/aaaa)
NASCI TRUCKING LTD	5140 DUMOUCHELL E ST, WINDSOR, ON, N9A6J3, CA	4214-000: Excavating and Grading	THE CORPORATION OF THE TOWN OF AMHERSTBURG / TOWN OF AMHERSTBURG	271 SANDWICH ST SOUTH, AMHERSTBUR G, ON, N9V2A5, CA	W200000BUK4 L	20-May-2017 to 19-Aug-2017

## **AGREEMENT**

**THIS AGREEMENT** made in quadruplicate this 9<sup>TH</sup> day of May, 2017.

### **BETWEEN THE CORPORATION OF THE TOWN OF AMHERSTBURG**

(hereinafter called the Corporation) of the first part.

AND

### **NASCI CONSTRUCTION SERVICES LTD.**

(hereinafter called the Contractor) of the second part.

**WHEREAS** the Corporation is desirous that certain works should be designed for the implementation of:

#### **2017 ROAD REPAIRS**

In the Town of Amherstburg and has accepted a Tender by the Contractor for this purpose.

#### **NOW THIS AGREEMENT WITNESSES AS FOLLOWS:**

The Contractor hereby covenants and agrees to provide and supply at his expense, all and every kind of labour and materials for, and to undertake and complete in strict accordance with his Tender dated the:

30<sup>TH</sup> day of March, 2017

And the Contract Documents (consisting of the contents and requirements for this Tender, including all modifications thereof and incorporated in the said documents before their execution) prepared by the Town of Amherstburg and all of which said documents are annexed hereto and form part of this Agreement to the same extent as fully embodied herein, the construction of the above noted works for the sum of:

One Hundred One Thousand, Four Hundred Seventy-Five Dollars and Zero Cents (\$101,475.00) excluding H.S.T.

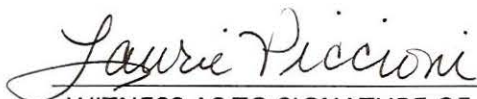
The Contractor further covenants and agrees to undertake and complete the said work in a proper workmanlike manner under the supervision and direction and to the entire satisfaction of the Town of Amherstburg Engineering and Public Works Department, within the specified time in his Tender. Time shall be deemed the essence of the contract.

The Contractor further covenants and agrees that he will at all times, indemnify and save harmless, the Corporation of the Town of Amherstburg along with their respective officers, servants and agents, from and against all loss and damages whatsoever which may be made or brought against the above listed by reason or in consequence of the non-execution of negligent execution thereof by the Contractor, its servants, agents or employees.

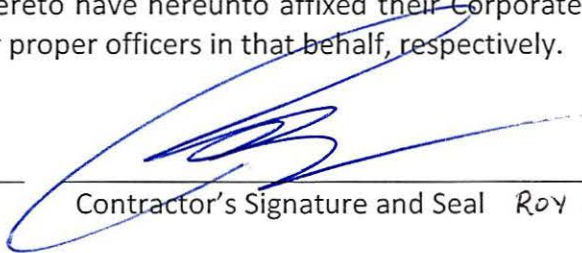
The Corporation hereby covenants and agrees that if the said Work is duly and properly executed and materials are provided as aforesaid, and if the said Contactor carries out, performs and observes all of the requirements and conditions of this Agreement, the Corporation will pay to the Contractor, the price set forth in his Tender, such payment or payments to be made in accordance with the provisions of the General Conditions of the Contract to above.

This Agreement and everything herein contained shall endure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns, respectively.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their Corporate Seals, if any, duly attested by the signature of their proper officers in that behalf, respectively.



WITNESS AS TO SIGNATURE OF  
CONTRACTOR



Contractor's Signature and Seal ROY NASCIMENTO

NASCI CONSTRUCTION SERVICES LTD.

Contractor's Name

5140 DUMOUCELLE

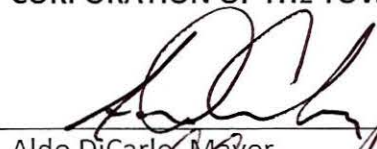
WINDSOR ON N9A 6J3

Contractor's address

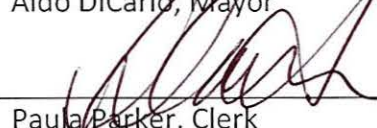
**CORPORATION OF THE TOWN OF AMHERSTBURG**



WITNESS AS TO SIGNATURE OF  
CORPORATION



Aldo DiCarlo, Mayor



Paula Parker, Clerk

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**T06-2017-008**

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## INFORMATION TO TENDERS

### 1. BACKGROUND INFORMATION

The Town of Amherstburg is located in southwestern Ontario, approximately 30 kilometers southwest of the City of Windsor and is one of seven lower-tier municipalities in the County of Essex. The current population of the Town of Amherstburg is approximately 21,000.

The Town is seeking Tenders from qualified contractors to complete road repairs in various locations through the Town of Amherstburg.

### 2. DEFINITIONS

“Contractor” or “Bidder” means the individual, firm, company or corporation submitting a Tender to the Town in response to this Request for Tender.

“Corporate Contact” is the Town employee(s) defined as the contact in relation to the administration and technical specifications of the RFQ.

“Project Manager” is the Town employee who will oversee the completion of the contract in accordance to this tender, contract and agreement. This individual will take management of the project after the contract has been successfully awarded.

“Total Tender Price” means an evaluation of quality and service in assessment of Tenders and the sum of all expenses, warranties, taxes, local service costs, lifecycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs and any applicable disbursements that determine the lowest compliant Tender.

“Town” means the Corporation of the Town of Amherstburg

“Work” means any of the following tasks, or combinations, thereof:

- a) Supply or provision of articles or materials;
- b) Supply of labour;
- c) Performance of functions and tasks;
- d) Provision of services;
- e) Equipment operated or not operated;
- f) Construction or repairs as specified;
- g) Security deposit

### 3. TENDER CLOSING DATE AND TIME

Tenders, contained in a sealed envelope with the provided envelope cover (appendix A) firmly affixed, will be received by:

**Clerks Department  
Town of Amherstburg – Town Hall (Upper Level)  
271 Sandwich Street South, Amherstburg, Ontario, N9V2A5**

Up until:

**11:00 am (local time), Tuesday, April 18, 2017**

Tenders will be opened in public shortly after the official closing time.

Tenders must be received at the address noted above no later than the specified closing time. Tenders received after said closing time will not be accepted or considered.

### 4. METHOD OF SUBMISSION

Tenders must be submitted in a sealed envelope by way of hand delivery, courier service, or mail prior to the Tender closing time.

Delivery of Tender through a third party mail courier service shall be at the risk of the Bidder and must be arranged in due time for the Tender to arrive at the specified location before the Tender closing time. Failure of a third party courier service to submit the Tender prior to the Tender closing time will result in the disqualification of the Tender, and will be at no fault of the municipality.

Tenders sent by email or facsimile will not be accepted.

### 5. SUBMISSION ENVELOPE

The Tender must be supplied in a sealed envelope with the envelope cover supplied in Appendix A of this document. The envelope cover must be affixed to the Bidder's envelope without any extra exterior covering. Failure to affix the envelope cover to the submission envelope may result in disqualification of the Tender.

### 6. TENDER SUBMISSION REQUIREMENTS

Tenders shall be prepared and submitted in accordance with the outline set specified in this document.

The Tender shall be bound and contained in a sealed envelope bearing Appendix A – Envelope Cover, and include the following minimum requirements, as found in the Form of Tender (T-#) pages:

- a) T-1 – Contractor Identification Sheet
- b) T-2 to T-4 – Tender Price
- c) T-5 – Contractor Qualifications and Experience
- d) T-6 to T-7 - References
- e) T-8 – Acknowledgement of Tender Documents Received by Bidder and Addenda

## **7. BID BOND**

This Tender does not require the submission of a Bid Bond.

## **8. PERFORMANCE BOND AND LABOUR AND MATERIAL PAYMENT BOND**

This Tender does not require the submission of a Performance Bond or a Labour and Materials Payment Bond.

## **9. EXAMINATION OF SITE, PLANS AND SPECIFICATIONS**

Each Proponent must visit the site and review the plans and specifications before submitting his tender and must satisfy himself as to the extent of the work and local conditions to be met during the testing period. He is not to claim at any time after submission of his tender that there was any misunderstanding of the terms and conditions of the contract relating to site conditions. The quantities shown as indicated on the drawings or in the tender are estimates only and are for the sole purpose of indicating to the bidders the general magnitude of the work. The Proponent is responsible for checking quantities for accuracy prior to submitting his tender.

## **10. AGREEMENT AND GENERAL CONDITIONS**

Tenders will be received and contracts awarded only in the form as shown on the tender page unless otherwise provided, for the completion of the whole work or of specified sections thereof in accordance with the plan and specification. The Contractor agrees to enter into a formal contract with the Municipality upon acceptance of the tender.

All work included in the contract must be completed on or before the date fixed in the contract and must, at the time of completion and final inspection, be in first class condition and comply fully with the specifications.

Final inspection will be made by the Amherstburg Public Works Department within 20 days after the Municipality has received notice in writing from the Contractor that the work is completed, or as soon thereafter as weather conditions permit.

The Contractor will be held liable for any damage or expenses occasioned by his failure to complete the work on time and for any expenses of inspecting, superintending or reletting due to his neglect or failure to complete the work satisfactorily. Any such expense or damages may be deducted from the amount of the Contract or may be recovered by the Municipality from the Contractor and his sureties.

## 11. INSURANCE

Upon award of the contract and prior to commencement of work, the Contractor shall furnish the Manager of **Roads and Fleet** with a satisfactory Certificate of Insurance (COI) containing the information below, for the period of the execution of the work:

- i. A Commercial General Liability (CGL) policy that shall be not less than 5 million dollars per occurrence.
- ii. The CGL policy shall include bodily injury including death, personal injury, property damage, tenants legal liability, non-owned automobile and contain a cross liability/severability of interest clause. The certificate must also include acknowledgement that coverage under the policy specifically extends to the works in question. The COI shall name the Town of Amherstburg as additional insured to the policy.
- iii. The CGL policy shall not contain any exclusion or limitation in respect to shoring, underpinning, raising or demolition of any building or structure, pile driving, caisson work, collapse of any structure or subsidence of any property, structure or land from any cause.
- iv. The Contractor shall note that where construction works are performed within lands owned by the County of Essex or Ministry of Transportation the CGL policy shall also name the County of Essex and/or the Ministry of Transportation as additional insured to the policy.
- v. The liability insurance shall be endorsed to provide that the policy shall not be altered, cancelled or allowed to lapse without 30 days prior written notice to the Town of Amherstburg.



## 12. CORPORATE CONTACT AND COMMUNICATIONS

Additional information, including clarifications, regarding this Tender may be obtained by contacting the following person by telephone or email:

Administrative Inquiries (regarding tender procedures, insurance, etc.)

**Bobbi Reive, Financial Planning Administrator**

Town of Amherstburg

Phone: 519-736-0012 extension 226

Email: [breive@amherstburg.ca](mailto:breive@amherstburg.ca)

Technical Inquiries (regarding the scope of work of the contract)

**Eric Chamberlain, Manager of Roads and Fleet**

Town of Amherstburg

Phone: (519) 736-3664 ext 2312

Email: [echamberlain@amherstburg.ca](mailto:echamberlain@amherstburg.ca)

Contact with Town of Amherstburg officials or staff other than the staff members named as is not permitted and will be considered grounds for disqualification in the bidding and selection process. No verbal instructions or verbal information to bidders will be binding on the Town.

After the contract has been awarded, a Project Manager for the Town of Amherstburg may be named which may differ from the contact individual noted above. This individual will be the Manager that will oversee the completion of the contract per the specifications noted in this document.

## 13. TENDER VALIDITY PERIOD

Tenders shall remain valid and open for acceptance for a period of 90 days from the Tender closing date. Bidders shall ensure that sub-trade and supply tenders are valid for a sufficient length of time to accommodate the noted validity period.

## 14. SUBMISSION CONFIDENTIALITY

All Tenders submitted to the Town will be considered confidential, conditional to the Municipal Freedom of Information and Protection of Privacy Act. All pricing information regarding content of Tenders will remain confidential as the Town reserves the right to negotiate with bidders.

At no time will bidders divulge any confidential information provided to or acquired by the bidder or disclosed by the Town throughout the course of the intended project.

The successful bidder acknowledges that information of any kind provided throughout the course of the intended project are the exclusive property of the Town and shall not be disclosed or released to any person or organization without written authorization from the Town having been previously provided.

## 15. INFORMAL OR UNBALANCED TENDERS

Tender documents must be legible. All entries in the Form of Tender shall be made in ink or by typewriter. Entries or changes made in pencil shall be subject to automatic rejection, unless otherwise decided by the Town.

Alterations of any kind must be clearly made and initialed by the bidder, or the Tender may be subject to automatic rejection.

Tenders containing a project period or schedule adverse to the objectives of the Town's interests may be rejected.

Tenders containing prices so unbalanced as to adversely affect the interests of the Town may be subject to rejection.

All items must be bid with the unit price for every item and other entries clearly shown. If any amount within the Tender does not agree with the extension of the estimated quantity and unit price, the unit price shall govern and the amount and the Total Tender Price shall be corrected accordingly, unless the Town decides otherwise.

A discrepancy in addition or subtraction shall be corrected by the Town by adding or subtracting the items correctly and correcting the Total Tender Price, unless the Town decides otherwise. If an error has been made transposing an amount from one part of the Tender to another, the amount shown before transfer shall, subject to any corrections as previously noted, be taken to be correct and the amount shown after the transfer and the Total Tender Price shall be corrected accordingly.

If an omission has occurred wherein an item of work has not been provided a price in the Form of Tender, the bidder shall, unless otherwise stated in his Tender, be deemed to have allocated this price elsewhere in the Form of Tender for the cost of carrying out said item of work and, unless otherwise directed by the Town, no increase shall be made in the Total Tender Price because of said omission.

The Town may waive formalities at its discretion, provided the Town's Purchasing Policy has been adhered to.

## **16. CORPORATE SEAL**

The Form of Proposal requires the application of the Proponent's corporate seal on a number of pages. The corporate seal must be applied on each page as required to make the proposal valid. If a corporate seal is not present on the required Form of Proposal pages, the Proponent must indicate that the proposal signatory is legally authorized to bind the company by completing the acknowledgement provided below the request for the corporate seal.

Failure to provide corporate seals or acknowledgement that the signatory is legally able to bind the company in the required locations on the Form of Proposal may result in the rejection of the proposal.

The Town reserves the right to request proof of legal authority to bind the company at its discretion.

## **17. WORKPLACE SAFETY AND INSURANCE BOARD PAYMENTS**

The Contractor will be required to submit to the Municipality a Certificate of Good Standing from the Workplace Safety & Insurance Board prior to the commencement of the work and the Contractor will be required to submit to the Municipality a Certificate of Clearance for the project from the Workplace Safety & Insurance Board before final payment is made to the Contractor.

The Contractor shall provide and maintain the necessary first aid items and equipment as called for under the First Aid Regulations of the Workplace Safety & Insurance Act.

## **18. RESERVATION OF RIGHT**

Contractors will not have the right to change conditions, terms or prices of the Tender once the Tender has been submitted in writing to the Town. Bidders may withdraw a Tender once it has been submitted, in accordance with provisions of Section 25 – Withdrawal or Qualifying of Tenders.

## **19. ADDENDA**

Bidders may be notified during the Tender period of required additions to, deletions from, or alterations in the requirements of the Tender documents.

Any addenda issued after the posting of this Tender will be emailed and faxed to each bidder up to 48 hours prior to the Tender closing time. It is the sole responsibility of contractors to review and respond to addenda issued following the issuance of this request for Tender in their submissions.

If addenda are issued prior to 48 hours of closing this request for Tender, the closing date of this request for Tender will be adjusted accordingly.

Addenda must be acknowledged on page T-8 and provided with the Tender. Failure to acknowledge addendums may result in the rejection of the Tender. Bidders must also acknowledge if no addendums were received.

## **20. HARMONIZED SALES TAX (HST)**

The Proponent will be required to calculate and include both of the following items in his Tender:

- a) Tender Price (not including HST)
- b) Total Tender Price (including 13% HST)

For the purposes of evaluating Tenders, the Total Tender Price must be the base Tender Price plus 13%. If a percentage other than 13% is added, the Tender will be assumed to be in error and will be corrected accordingly.

## **21. PRICING TO REMAIN FIRM**

Pricing provided under this Tender shall remain firm and unchanged for the entire validity period stated in this Tender. (See Section 12 – Tender Validity Period)

## **22. COSTS INCURRED BY BIDDERS**

Expenses incurred by bidders for the preparation and submission of Tenders to the Town, or any work done in correlation thereof, shall be borne by the bidder.

No payment will be provided for any Tenders submitted or for any other effort made by the bidder prior to the commencement of the services as defined and approved by the Town.

## **23. TENDER FEES**

The Tender Fee shall be a firm price (upset limit) and include all payroll costs, benefits, overhead and profit. All costs for printing, telephone and facsimile charges, and approved travel shall be included.

## 24. PAYMENT OF FEES

Unit prices are provided for the evaluation of tenders and the selection of a successful contractor. Payment for the items in the tender will be on a unit price basis as per the tender. Quantities have been estimated based on anticipated work required.

## 25. WITHDRAWAL OR QUALIFYING OF TENDERS

A bidder who has already submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by the bidder for this contract.

A bidder may withdraw his Tender at any time up to the official closing time by presenting a letter with his signature and corporate seal. Said letter must be received at the Tender closing location in sufficient time to be marked with the time and date of receipt, and for the Tender contact to note the withdrawal of the Tender prior to the official closing time.

When a request to withdrawal a Tender has been received prior to the closing time, and it has been verified to be signed and sealed by the Town, the unopened submission envelope will be returned to the bidder.

No telegrams, facsimiles, or telephone calls will be considered for official withdrawal of a Tender. If applicable, the bid deposit shall be forfeited to the Town when a bidder attempts to withdraw their Tender after the Tender closing time, in addition to any consequence or applicable legal penalty.

## 26. DISQUALIFIED TENDERS

The Town will not accept Tenders that:

- a) Are received by the Town at the closing location any time after the closing time advertised for the Tender
- b) Do not contain the required bid bond, certified cheque or bank draft in the required amount (if so required by the request for Tender)

Disqualifications of Tenders shall be subject to the Town's Purchasing Policy.

## 27. ABILITY AND EXPERIENCE OF CONTRACTOR

The successful contractor must submit satisfactory evidence that they have the ability and experience for this type of work and that they have the necessary plant and capital to enable them to proceed and complete the work in a satisfactory manner. This evidence must be provided on the submitted form of Tender.

The Town of Amherstburg may investigate as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the Town of Amherstburg all such information and data for this purpose as the Town of Amherstburg may request. The Town of Amherstburg reserves the right to reject any tender if the evidence submitted by or investigation of such bidder fails to satisfy the Town of Amherstburg that the bidder is qualified to carry out the obligations of the contract.

## 28. PRIVILEGE CLAUSE

The lowest or any Tender may not necessarily be accepted. The Corporation of the Town of Amherstburg reserves the right to delete any part, or parts from the Tender without stating reasons therefore. In the event of any deletion, it is agreed that the contractor will have no claim for loss of potential profit or overhead costs.

## 29. RECORD AND REPUTATION

Without limitation to any other privilege of the Town, and notwithstanding whether a submitted Tender otherwise satisfies the requirements of the Tender or not, the Town may instantly reject any Tender from a bidder where in the opinion of Council, the affiliation between the Town and said bidder has been damaged by prior or current acts or omission of said bidder, including but not limited to:

- a) Litigation with the Town
- b) The failure of the bidder to pay, in full, any outstanding payments, interests, and costs owing to the Town after the Town has requested payment of same
- c) The refusal of the bidder to enter into the contract with the Town after the bidder's Tender has been accepted by the Town
- d) The refusal of the bidder to perform or complete performance of a contract with the Town at any time after the bidder has been awarded the contract by the Town
- e) The refusal of the bidder to follow logical directions of the Town or to alleviate a default under any contract with the Town when required by the Town or the Town's representative
- f) Acts or omissions by the bidder resulting in a claim by the Town under a bid bond, performance bond or any other security required to be submitted by the bidder on a tender, RFP or RFQ within a five year period immediately preceding the date on which the tender, RFP or RFQ is awarded

### **30. TENDER ACCEPTANCE OR REJECTION**

It is understood that the Corporation of the Town of Amherstburg is not bound to accept the lowest, or any bid submission.

Reporting and authorization of resulting contracts shall be conducted in accordance with the Town's Procurement Policy.

A Tender is accepted by the Town when the agreement is executed by the Town and the successful bidder; or upon written authorization from the Town within the **90** day validity period, where the Town has issued a written order to commence work to the successful bidder. The acceptance of the Tender is also conditional upon the receipt of a Performance Bond (if required), and Labour and Material Payment Bond (if required).

The Town is not responsible for any liabilities, expenses, loss or damage to the Bidder subsequent to or by reason of the acceptance or non-acceptance by the Town of any Tender or by reason of any delay in the acceptance of a Tender. Tenders are subject to a formal contract being prepared and executed.

If an insufficient number of Tenders are received, Tenders may be returned unopened.

### **31. TENDER RESULTS**

A Council report indicating the results of this Tender shall be a matter of public record. The results of the Tender, when requested, may be made public by the Town, and may contain the Total Tender price.

The name of the successful bidder and the contract price shall be deemed public information following the award of contract, however unit prices contained in the form of Tender will not be released.

Unsuccessful bidders may request information regarding their Tender evaluation from the Corporate Contact.

### **32. AGREEMENT**

The successful bidder will be required to enter into an agreement with the Town upon acceptance of their Tender. An agreement will be executed in quadruplicate by the Town and will be provided to the Contractor in the executed contract.

If a mathematical error has been found in the Contractor's submission and has been properly corrected and initialed by the bidder, the price stipulated in the agreement will be the corrected price.

### 33. CONTRACT EXECUTION

Upon approval of the award of contract, the successful bidder will be notified by the Town that their Tender has been accepted and an official award of contract letter will be provided.

The successful bidder will be given no more than fourteen days from the receipt of the contract documents for execution of the contract documents and to provide the necessary guarantees, insurance, etc. Failure to execute the contract documents, and failure to provide the required guarantees, insurance, etc. within the specified time may result in forfeiture of the Tender deposit (if applicable). No work shall commence on the project until the documents have been executed by the bidder and the insurance and guarantees have been received.

There shall be no variation or substitution from this Tender unless approved in writing by the Town.

Receipt of materials, equipment, work or service will not waive any of the requirements of the contract. Defective goods, materials, or equipment found will be returned at the risk of the supplier and at the supplier's expense.

Failure to deliver or complete the terms of the contract outside of the stipulated project schedule shall entitle the Town to cancel the contract without being liable for any costs, fees, or charges of any kind.

In the event of labour or supplier strikes, or unexpected events that cease work, the Town reserves the right to suspend this contract.

### 34. BIDDER DECLARATION

The bidder, by submission of a Tender, declares that:

- a) The bidder has carefully reviewed the required deliverables and specifications in accordance to this Tender
- b) No one other than the bidder has any interest in this Tender or in the assignment of the pending contract from this Tender
- c) That all representation in the Tender submission are true and factual
- d) The bidder and their heirs, administrators, successor, executor and assigns are to forfeit all claims against the Town under the contract. This includes claims for all work done and/or supplies and/or service provided under the contract should it seem that a member of Council or a Town employee has been furnished with a direct or indirect financial benefit



### **35. CONFLICT OF INTEREST**

Contractors participating in this Tender process shall disclose, prior to entering into an agreement, any potential direct or indirect conflict of interest. If such a conflict exists, the Town of Amherstburg may, at its discretion, withhold the award of a contract from the Contractor until the matter is resolved. If the conflict is deemed to remain unresolved, and the Town deems it necessary, the Town reserves the right to withhold the award of contract to the bidder altogether and provide the contract to the next qualified bidder.

### **36. SUBCONTRACTORS OR SUPPLIERS**

If the Contractor proposes to use any product or services from another firm or subcontractor for any part of the work, other than those listed in the Form of Tender, the contractor must request approval in writing from the Project Manager. The Owner reserves the right at any time to object or refuse to accept any subcontractor, firm or supplier for inclusion in the work and shall not be required to give a reason for such objection or refusal.

No substitute for any firm, subcontractor or supplier shall be allowed without written consent from the Project Manager. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor, firm or supplier and the Owner. Should the contractor request to change any subcontractor, firm or supplier, the Owner will not be responsible for any additional costs incurred by the contractor as a result of this request.

### **37. CONTRACTOR'S LIABILITY**

The successful Bidder, his agents, employees, or persons under his control including sub-contractors, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work. The Contractor shall be solely responsible for all damages, by whomsoever claimable, in respect to any injury to persons or property of whatever description and in respect of any infringement of any right, privilege or easement whatever, occasioned in the carryon of the work, or by any neglect on the Contractor's part.

### **38. INDEMNIFICATION**

The Contractor will indemnify and save harmless the Town, its officers, partners, agents, employees and Council members from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its sub-contractors or their agents or employees with respect to the contract.

### **39. ERRORS AND OMISSIONS**

The Town shall not be held liable for any errors or omissions contained in any part of this Tender. The Town has put forth significant effort to ensure accurate data in this Tender. The information contained in this Tender is supplied exclusively as parameters for bidders. The information contained in the Tender documents is not guaranteed or warranted to be accurate, nor is it necessarily comprehensive. No information provided in the Tender is intended to relieve the bidder from forming their own conclusions with respect to the matters contained therein.

### **40. CONTRACT DOCUMENTS**

The Proponent shall take note that the Contract Documents shall include a Contract Agreement, a Certificate from the Workplace Safety & Insurance Board and a Certificate of Insurance all to be furnished by the Contractor in a form satisfactory to the Owner's solicitor. The Proponent shall consult with the Owner's solicitor as to the forms required for the Contract and the Proponent shall not qualify his Quotation in respect to these matters.

### **41. LIQUIDATED DAMAGES**

Liquidated Damages are not applicable to this project.

### **42. PROJECT COMMENCEMENT AND COMPLETION DATE**

This project shall not proceed until May 1<sup>st</sup>, 2017 and must be complete in every respect by November 30<sup>th</sup>, 2017. Once mobilized, the contractor must remain on site until the work is completed.

### **43. OCCUPATIONAL HEALTH AND SAFETY ACT**

The contractor shall comply with all requirements of the Occupational Health and Safety Act, 1990 and Regulation for Construction Projects and Amendments, as administered by the Ontario Ministry of Labour and all subsequent amendment of said act. In the event that the contractor fails to comply with the requirements of the above mentioned act, the Town may suspend the continuation of the work forthwith and the suspension will remain in effect until the contractor has taken whatever remedies are necessary to comply with said act. Suspension of the work by the Town on account of the provisions of this clause, shall not allow the contractor an extension of the time of completion and the contractor may be liable for liquidated damages to the Town.

#### **44. PROCUREMENT POLICY BY-LAW / GOVERNING LAW**

Tenders will be called, received, evaluated, accepted and processed in accordance with the Town's Procurement and Purchasing Policy, respecting purchasing (copy available upon request). By submitting a Tender for this subject, the Contractor agrees to be bound by the terms and conditions of such Policy and any amendments thereto, as fully as if it were incorporated herein.

Any Contract resulting from this Request for Tender shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

#### **45. ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT (AODA)**

The Contractor shall ensure that all its employees, agents, volunteers, or others for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended (the "Act"). The Contractor shall ensure that such training includes, without limitation, a review of the purposes of the Act and the requirements of the Regulation, a review of the Town's Policy on Accessible Customer Service Standards, as well as instruction regarding all matters set out in Section 6 of the Regulation.

The Contractor shall also maintain a record of all training provided to the Contractor's personnel on the Town's accessible customer service standards as required under this section, which shall include at a minimum the dates on which the training was provided and the number of individuals to whom the training was provided. The Vendor shall furnish any required records of accessible customer service training to the Town within ten (10) days of the Town's request, unless otherwise agreed upon by the Town. The Town reserves the right to require the contractor to amend its training policies to meet the requirements of the Act and the Regulation.

The Town's Accessible Customer Service Standards Policy has been provided in Appendix B.

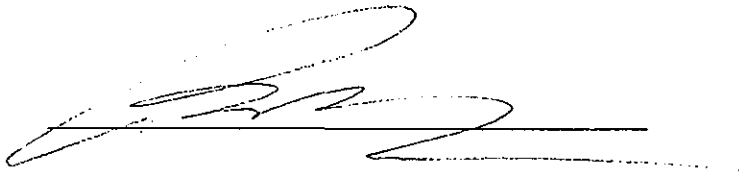
Information on accessible customer service training is available online from the Ministry of Community and Social Services at [www.accesson.ca/index.aspx](http://www.accesson.ca/index.aspx).

**FORM OF TENDER****CONTRACTOR IDENTIFICATION SHEET**

BUNSIINESS NAME OF CONTRACTOR:	NASCI CONSTRUCTION SERVICES LTD.
MAILING ADDRESS OF CONTRACTOR (including postal code):	5140 DUMOUCHELLE WINDSOR ON N9A 6J3
NAME OF CONTACT PERSON REPRESENTING CONTRACTOR:	ROY NASCIMENTO
TELEPHONE NUMBER & EXTENSION OF PERSON REPRESENTING CONTRACTOR:	(519) 737-1129
FAX NUMBER OF CONTRACTOR:	(519) 737-1131
EMAIL ADDRESS OF PERSON REPRESENTING CONTRACTOR:	nasciconstruction@outlook.com
NAME OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	ROY NASCIMENTO
TITLE OF PERSON SIGNING ON BEHALF OF CONTRACTOR:	PRESIDENT

SIGNATURE OF PERSON AUTHORIZED TO ACT ON BEHALF OF PROPONENT:

CORPORATE SEAL:



(Please affix Corporate Seal)

**If a corporate seal does not exist, please acknowledge the following:**

*"The signature of the person applied to this proposal document is authorized to act on behalf of the proponent and is legally able to bind the company."*

\_\_\_\_\_ Signatory Initials

## TENDER PRICE

I the undersigned, having examined the locality and site of the Works, Drawings and Specifications as prepared by The Town of Amherstburg and hereby offer to furnish all materials including all appropriate sales taxes and perform all the work necessary as described in the above documents and in accordance with the said documents under the supervision of the Project Manager of the Town of Amherstburg, made up as follows:

Section "A" – Smith Road – South Sideroad to Colchester Townline Road

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
1	Sawcut and remove asphalt	m <sup>2</sup>	120	\$ 2.00	\$ 240.00
2	Excavate and dispose of 300mm of base material	m <sup>2</sup>	120	\$ 2.50	\$ 300.00
3	Supply, place and compact 300mm of Granular "A" material	m <sup>2</sup>	120	\$ 20.00	\$ 2,400.00
4	Place 100mm of HL-4 asphalt in two equal lifts	m <sup>2</sup>	120	\$ 58.75	\$ 7,050.00

SUBTOTAL FOR SECTION "A"

\$ 9,990.00Section "B" – Concession 2 North & South Riverview – Cty Road 10 to Cty Road 8

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
1	Sawcut and remove asphalt	m <sup>2</sup>	200	\$ 2.00	\$ 400.00
2	Excavate and dispose of 300mm of base material	m <sup>2</sup>	200	\$ 2.50	\$ 500.00
3	Supply, place and compact 300mm of Granular "A" material	m <sup>2</sup>	200	\$ 20.00	\$ 4,000.00
4	Place 100mm of HL-4 asphalt in two equal lifts	m <sup>2</sup>	200	\$ 58.75	\$ 11,750.00

SUBTOTAL FOR SECTION "B"

\$ 16,650.00

**Section "C" – Concession 5 North – Alma Street to County Road 8**

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
1	Sawcut and remove asphalt	m <sup>2</sup>	450	\$ 2.00	\$ 900.00
2	Excavate and dispose of 300mm of base material	m <sup>2</sup>	450	\$ 2.50	\$ 1,125.00
3	Supply, place and compact 300mm of Granular "A" material	m <sup>2</sup>	450	\$ 20.00	\$ 9,000.00
4	Place 100mm of HL-4 asphalt in two equal lifts	m <sup>2</sup>	450	\$ 58.75	\$ 26,437.50

SUBTOTAL FOR SECTION "C"

\$ 37,462.50**Section "D" – Concession 8 North – Alma Street to County Road 8**

Item No.	Item	Unit	Estimated Quantity	Unit Price	Estimated Total
1	Sawcut and remove asphalt	m <sup>2</sup>	450	\$ 2.00	\$ 900.00
2	Excavate and dispose of 300mm of base material	m <sup>2</sup>	450	\$ 2.50	\$ 1,125.00
3	Supply, place and compact 300mm of Granular "A" material	m <sup>2</sup>	450	\$ 20.00	\$ 9,000.00
4	Place 100mm of HL-4 asphalt in two equal lifts	m <sup>2</sup>	450	\$ 58.75	\$ 26,437.50

SUBTOTAL FOR SECTION "D"

\$ 37,462.50

SUBTOTAL FOR SECTION "A"

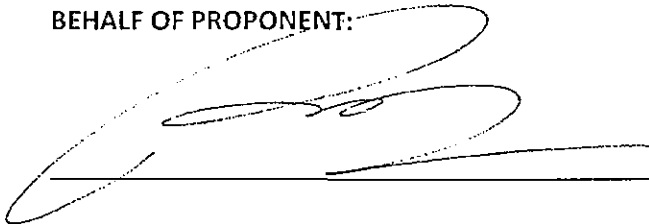
\$ 9,990.00

SUBTOTAL FOR SECTION "B"	<u>\$ 16,650.00</u>
SUBTOTAL FOR SECTION "C"	<u>\$ 37,462.50</u>
SUBTOTAL FOR SECTION "D"	<u>\$ 37,462.50</u>
SUBTOTAL	<u>\$ 101,475.00</u>
13% H.S.T. PAYABLE (ON ABOVE)	<u>\$ 13,191.75</u>
TOTAL FOR TENDER (INCLUDING H.S.T.)	<u>\$ 114,666.75</u>

Note: The Town reserves the right to delete items of work from the Contract after awarding the contract.

SIGNATURE OF PERSON AUTHORIZED TO ACT ON  
BEHALF OF PROPONENT:

CORPORATE SEAL:



(Please affix Corporate Seal)

**If a corporate seal does not exist, please acknowledge the following:**

*"The signature of the person applied to this proposal document is authorized to act on behalf of the proponent and is legally able to bind the company."*

\_\_\_\_\_ Signatory Initials

**CONTRACTOR'S QUALIFICATIONS AND EXPERIENCE**

Please include a list of other similar projects and services completed by your firm and for whom the services were provided, when they were provided, and the approximate value of services provided.

ROY NASCIMENTO STARTED NASCI CONSTRUCTION SERVICES OVER 30 YEARS AGO AT HIS RESIDENCE NEAR AMHERSTBURG. HE HAS PROVIDES SERVICES TO MUNICIPALITIES AND SCHOOLS/UNIVERSITY FOR MANY YEARS. HIS BUSINESS IS CLASSIFIED AS HEAVY ROAD CONSTRUCTION.

EIGHT YEARS AGO, ROY PURCHASED PROPERTY IN OLDCASTLE TO BEST SERVE HIS CUSTOMERS. HE HAS ALSO PURCHASED MORE THAN \$700,000 IN EQUIPMENT TO INCREASE HIS CAPACITY.

NASCI EMPLOYS LABOURERS OUT OF LIUNA LOCAL 625 AND HAS FULL-TIME OFFICE STAFF TO COMMUNICATE WITH CUSTOMERS AND PROVIDE A HIGH LEVEL OF PROFESSIONALISM AT ALL STAGES OF PROJECT.

*\*Provide any attachments in this regard immediately following this sheet*



REFERENCES

Provide a minimum of three (3) separate references for related projects successfully completed by the contractor. Note that the references may be contacted.

Reference No.1

Company Name: CITY OF WINDSOR, PUBLIC WORKS

Address: 1531 CRAWFORD, WINDSOR ON N8X 2A9

Contact Name & Title: PHONG NGUY, MANAGER OF PUBLIC WORKS

Telephone Number: (519) 255-6560 Fax Number: (519) 255-9847

Description of Project: MANHOLE AND ROAD REPAIRS

Date of Project: 2012 → CURRENT

Reference No.2

Company Name: TOWN OF LASALLE

Address: 5950 MALDEN ROAD, LASALLE ON N9H 1S4

Contact Name & Title: PETER MARRA, DIRECTOR OF PUBLIC WORKS

Telephone Number: (519) 969-7770 Fax Number: (519) 969-9852

Description of Project: ROAD AND PARKING LOT REPAIRS

Date of Project: 2012 → CURRENT

REFERENCES- (cont'd)

Reference No.3

Company Name: TOWN OF TECUMSEH

Address: 917 LESPERANCE ROAD, TECUMSEH ON N8N1W9

Contact Name & Title: KIRBY MCARDLE, DIRECTOR OF ROADS

Telephone Number: (519) 735-2184 Fax Number: (519) 735-6712

Description of Project: MANHOLE AND ROAD REPAIRS

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Date of Project: 2015 → CURRENT

*\*Provide any attachments in this regard immediately following this sheet*

**ACKNOWLEDGEMENT OF TENDER DOCUMENTS AND ADDENDA  
RECEIVED BY CONTRACTOR**

I/We, the undersigned, hereby acknowledge and confirm on behalf of \_\_\_\_\_

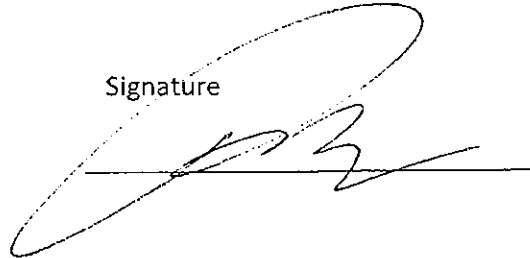
NASCI CONSTRUCTION SERVICES LTD.

That I/We have received all of the documents noted in the Table of Contents contained in this document and have been provided with all of the details required to permit me/us to submit a bid on Request for Tender.

1. I/We declare that this bid is made without any connection, knowledge, comparison of figures or arrangements with any other company, firm or person submitting a Tender for the supply of the same goods and services.
2. I/We declare that I/We have carefully read this document and have satisfied ourselves as to the nature of the goods and services required and do hereby make our bid to the Corporation of the Town of Amherstburg for the goods and services described herein.
3. I/We acknowledge that we have received the following addendum to this Request for Tender and that it is my/our responsibility to ensure that all addenda issued by the Corporation of the Town of Amherstburg has been received.

Receipt of Addendum No: 1 to 1.

Witness (if applicable)  
Laurie Piccioni

Signature  


Dated:  
APRIL 19, 2017

Name & Position (please print)  
ROY NASCIMENTO, PRESIDENT

**CORPORATION OF THE TOWN OF AMHERSTBURG**

**2017 ROAD REPAIR  
PROJECT NO. PP-PS-17-09**

**ADDENDUM NO. 1**

This addendum forms part of the Contract Documents and amends these documents. The Tenderer shall insert the addendum behind the cover page of the Contract Documents

**1.0 Revision**

**3. Tender Closing Date and Time**

The Tender Closing Date and Time section on page IT-2 should be changed to:

Tenders, contained in sealed envelope with the provided envelope cover (Appendix A) firmly affixed, will be received by:

Clerks Department  
Town of Amherstburg - Town Hall (Upper Level)  
271 Sandwich Street South, Amherstburg, Ontario, N9V2A5

Up until

**11:00 am (local time), THURSDAY APRIL 20, 2017**

Tenders will be opened in public shortly after the official closing time Tenders must be received at the address noted above no later than the specified closing times. Tenders received after said closing time will not be accepted or considered

## SPECIFICATIONS

### 1. SCOPE OF WORK

The works generally entails the following items:

1. Sawcut and remove existing asphalt
2. Excavate and dispose 300mm (12") of base material
3. Supply and place 300mm (12") of Granular "A" material
4. Supply and place 2 – 50mm (2") lifts of HL-3 including tack coat

The works shall be completed in accordance with OPSS Form 304, except as amended and extended herein.

#### 1.1 Existing Asphalt Removals

The Contractor must sawcut, trim and remove the existing asphalt to allow for clean joint. The Contractor is responsible for the hauling and disposing of the asphalt material to a site determined by him at his expense.

#### 1.2 Excavation of the Base

The Contractor shall excavate the base to provide for 300mm (12 inches) of Granular "A" material. The Contractor is responsible for the hauling and disposing of the excavated base material to a site determined by him at his expense.

#### 1.3 Granular Backfill

The Contractor shall supply and place 300mm (12 inches) of Granular "A" material as per OPSS 1010 and OPSS 314. The granular material must be placed and compacted in equal lifts of 150mm (6 inches).

If the excavation is not asphalted at the end of the day, the contractor must completely fill the excavation with compacted Granular "A" material to the level of the existing road surface. The contractor will be responsible for the cost to prepare the excavated area for 100 mm (4 inches) asphalt as per the contract.

#### 1.4 Asphalt Surface

The Contractor shall supply and place 100mm (4 inches) of HL-3 asphalt. The asphalt must be placed and compacted in equal lifts of 50mm (2 inches). The asphalt placement shall include the application of tack coat prior to placing base lift of asphalt and prior to placing final lift of asphalt. The tack coat shall form part of the asphalt item of the tender form.

## **2. TRAFFIC PROTECTION PLAN**

The Contractor shall prepare a traffic protection plan including all signage at the site in accordance with the latest revision of the Ontario Traffic Manual Book 7 Temporary Conditions. The Contractor shall have the plan available on site at all times for inspection by the Town or Ministry of Labour.

## **3. TRAFFIC CONTROL**

The Contractor shall provide all necessary lights, signs, and barricades to protect the public. All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act, and the latest amendments thereto. If traffic control is required on this project, signing is to comply with the M.T.O. Manual of Uniform Traffic Control Devices (MUTCD) for Roadway Work.

The Contractor shall exercise all due care and attention in working within the road allowances. The Contractor shall comply to all current safety regulations, and with signing requirements according to Division 5, Temporary Conditions, of the M.T.O. Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient flag persons while working within the allowances to ensure safety to workers and the public in general.

The Ontario Traffic Manual Book 7 Temporary Conditions shall be utilized to apply traffic control devices in temporary construction, maintenance and utility work zones, to ensure worker safety, motorist safety, and motorist mobility. The plan is to be prepared and submitted prior to construction illustrating the appropriate signing and channelization required for any roadway work operations.

## **4. EMERGENCY TELEPHONE NUMBER**

The Contractor shall have a representative from his staff on call, 24 hours a day, and seven days a week. The representative should be familiar with the project, and be able to handle any emergency that may arise during the course of the project.

## **5. PRIVATE PROPERTY**

The Contractor shall assume full responsibility for crossing or making use of private property. Before the Contractor or any of his sub-contractors shall make use of any private property for any purpose, he shall first submit to the Engineer a copy of a written agreement granting permission by the Owner.

## **6. PEDESTRIAN AND VEHICULAR ACCESS**

The Contractor shall be required to provide for pedestrian and vehicular access to private homes, business premises and through the construction work to streets where and as directed by the Town. This may require the provision of adequate temporary board walks, steps or ramps where necessary to allow pedestrian and/or vehicular access to new houses and business premises temporarily cut off from normal traffic due to new construction.

## **7. FIRST AID EQUIPMENT**

The Contractor shall provide and maintain the necessary First Aid items and equipment as called for under the First Aid Regulations of the Worker's Compensation Act.

## **8. SITE MEETINGS**

Site meetings shall be held at regular intervals as required.

## **10. DAMAGE TO BOULEVARDS AND PAVEMENTS**

The Contractor will be required to make good, at his own expense, all damage done to the roadway, pavements, boulevards or driveway approaches while the work is in progress (as directed by the Town).

## **11. DAMAGE TO TRAVELLED PORTION OF MUNICIPAL ROAD**

The Contractor will be responsible for any damage caused by him to any portion of the municipal road system, especially to the travelled portion. When excavation work is being carried out and the excavation equipment is placed on the travelled portion of a road, the travelled portion shall be protected by having the excavation equipment placed on satisfactory timber planks or timber pads.

If any part of the travelled portion of the road is damaged by the Contractor, the Town of Amherstburg shall have the right to have the necessary repair work done by its employees and the cost of all labour and materials used to carry out the repair work shall be deducted from the Contractor's contract and credited to the Town of Amherstburg.

## 12. DUST CONTROL

The Contractor will be solely responsible for controlling dust nuisance resulting from his operations, both within the Contract limits and elsewhere, entirely at his own cost.

## 13. COMPACTION OF MATERIALS

All Contract references to maximum compacted densities by whatever method specified, shall be interpreted as being “the maximum dry density as determined by current A.S.T.M. procedures”. Current A.S.T.M. procedures shall mean the methods described in the current A.S.T.M. Standard D698-66T or “The Constant Dry Weight Method” as set out in Research Report No. 141 by the Ministry of Transportation and Communications.

Any deviation between current A.S.T.M. procedures and methods formerly specified or any modifications to current A.S.T.M. procedures which may be introduced shall be for the purpose of increasing the reliability of the test results and speed in field testing and will result in no increase in the compactive effort required.

When it is impossible to compact earth or granular materials immediately adjacent to footings, abutments, wing walls, piers, pipe culverts, hunches of culverts, retaining walls, sewers, manholes, catch basins, etc., with the larger types of compaction equipment, the Contractor shall provide and use mechanical hand compaction equipment as directed by the Engineer and shall perform the compaction to his satisfaction as required. No separate payment shall be made for the compaction of Sand Cushion, Selected Granular Base Course Class “A” or “B” granular backfill to bridges or granular backfill to sewers, manholes, catch basins or sub-drains, except where otherwise provided for in the contract.

## 14. EXCESS MATERIALS

All materials determined to be excess by the Town, including earth and rock excavation, broken concrete, rubble and broken asphalt, shall be removed from the work by the Contractor. He shall make his own arrangement as to disposal, but must comply with municipal regulations.

The cost of removal and disposal of excess materials shall be included in the Contractor’s tendered prices.



## 15. PAYMENT FOR TESTING

The following tests, called for and required by the Town, will be paid for by the Town:

- i. Air entertainment tests during concrete work.
- ii. Slump tests during concrete work.
- iii. Casting and compression testing of concrete cylinders.
- iv. Compaction test. Limit of one test per location. If the result of any compaction test is below that specified, the Engineer may call for retesting, and all costs associated with such retesting shall be paid for by the Contractor.
- v. Analysis of granular materials and approval of sources. Limit of one analysis per source of material.
- vi. Analysis of aggregates for asphalt mix design. Limit of one analysis per class of asphalt.

## 16. EXTRA WORK

Extra work is work which is required, but not described, in the Contract Documents or on the plans.

No work shall be regarded as extra work unless it is approved in writing by the Town, and with the agreed price and method of payment for it specified in the said approval, provided the said price is not otherwise determined by this Contract.

All notifications of claims for extra work shall be made to the Town before the extra work is started.

### Payment for Extra Work

When it is necessary to perform work additional to the Tender items, unit prices to cover the cost of the work shall be negotiated whenever possible.

Where it is impracticable, due to the nature of the work, to negotiate unit prices for extra work not included in the tender, the cost of the additional work will be paid based on hourly rates for labour and equipment and on material invoices.

## **17. CLAIMS**

If a Contractor considers that he has a claim for compensation for costs which he has incurred or for loss he has suffered during the performance of the Contract, he should immediately advise the Town of his intent to claim of any specific portion of the Contract and he should also advise the Engineer in writing of the said intent within seven (7) calendar days of the commencement of the work on which he intends to claim. He shall submit his claim no later than thirty (30) days after the date of his receipt of the final detailed statement for the entire work.

Where notice of claim is not given or the claim is not submitted within the periods prescribed by this section, the claim may be disallowed.

## **18. LINES AND GRADES**

The Town will provide base lines, monuments and bench marks as shown on the Drawings required by the Contractor for establishing line and grade.

The Contractor shall provide qualified personnel to properly layout and establish secondary lines and grades necessary for construction. He shall construct and maintain substantial batter boards, alignment markers and secondary bench marks as may be required for the proper execution of the Contract.

## **19. LOCATION AND INTERFERENCE WITH EXISTING UTILITIES**

The Contractor shall exercise extreme caution when crossing or working adjacent to existing utility or other service lines. Any damage caused to such services shall be correctly replaced at once at the Contractor's expense. The Town shall be notified immediately of any such services encountered.

It shall be the responsibility of the Contractor to determine from the utility owners the exact location of such services and inform them at least twenty-four (24) hours prior to carrying out work which may affect these services in any way. The Contractor shall extend the fullest co-operation possible to the owners of such utilities.

No responsibility will be assumed by the Owner for the correctness or completeness of the Drawings with respect to existing utilities pipes, catch basins, chambers or other objects, either underground or on the surface and should the plots of such be found incorrect or incomplete, the Contractor shall have no claim on that account.

**20. SURVEY BARS**

All survey bars shall be marked and protected. The Contractor shall be responsible for maintenance of these bars.

Survey bars which are disturbed, moved or lost in the course of construction will have to be replaced at the Contractor's expense by an Ontario Land Surveyor.

**21. SUPERVISION**

The Contractor shall provide adequate supervision to ensure a workmanlike job. He shall provide a qualified foreman to ensure that the job proceeds in a proper and efficient manner.

If in the opinion of the Engineer, such personnel are not competent to carry out their work, the Contractor shall replace these men immediately upon written request of the Engineer.

**22. REMOVAL OF TREES**

Whenever practical, existing trees will be preserved. The Contractor shall exercise the utmost caution to ensure that the trees are not damaged or disturbed.

**23. MAINTENANCE OF FLOW IN SEWERS**

The Contractor shall, at his own cost and expense, permanently provide for and maintain the flow of all drains, ditches, and water courses which may be encountered during the progress of the work.

**24. GENERAL COORDINATION**

The Contractor is advised that as other work may be in progress adjacent to or within the limits of this Contract, he shall cooperate with other Contractors and Utility Companies and they shall be allowed free access to their work at all times. The Engineer reserves the right to alter the method of operations on this Contract to avoid interference with other work.

**25. LABOUR CONDITIONS**

The Contractor shall conform to the requirements of the Industrial Standards Act, the Employment Standards Act, 1968 and the regulations made thereunder.

## **26. WORK IN OPEN TRENCHES**

The Contractor's attention is drawn to the regulations issued by the Ministry of Labour for the Province of Ontario in regard to work in open trenches, tunnels and open caissons. The Contractor's attention is also directed to the Construction Safety Act in regard to work in open trenches.

## **27. CONTROL OF WATER**

The Contractor shall be solely responsible for ensuring that all work is carried out in the dry and that partially completed work shall remain dry. The method or methods of controlling surface or subsurface water shall be by pumping, ditching, dyking, close sheet piling, or a combination of these or other methods as may be approved by the Engineer.

## **28. SANITARY MEASURES**

The Contractor shall either arrange for or provide and properly maintain in a clean and sanitary condition, suitable conveniences for his men.

## **29. DEFECTIVE WORK**

The Contractor shall at any time when directed by the Town make openings for inspection to any part of the work. Should the work be found, in the opinion of the Engineer, defective in any respect, the whole of the work shall be corrected to the satisfaction of the Engineer and at the expense of the Contractor.

## **30. WATER, SNOW AND ICE**

The Contractor shall assume full responsibility for all damages done to the works through the influence of water, snow and ice. He shall immediately make good any damages so caused without extra cost to the Owner.

If the Contractor continues his construction operations in freezing weather, special precautions shall be taken to prevent damage to the works. No pipe shall be laid in trenches on a frozen subgrade or base course. All work shall be protected during freezing weather with straw, tarpaulins, wet steam or by any combination thereof as considered necessary for the protection of the works by the Engineer. Those cost of all such special precautions shall be included in the Tender Price submitted by the Contractor.

**31. NOTIFICATION OF WORK**

Prior to commencing any work the Contractor shall inform the Town of Amherstburg of his intent at least 48 hours prior to. The Contractor shall endeavour to install and complete the work without delay once he has commenced the work. If for any reason the work does not proceed continuously then the Contractor shall notify the Town of Amherstburg in advance so that he may schedule inspection. The completed work must be done to the satisfaction of the Town of Amherstburg.

**32. CLEANING UP**

The Contractor shall leave the whole of the site of the work in a neat, thorough and workmanlike appearance to the full satisfaction of the Town of Amherstburg. He shall haul away any excess earth from the site. The site shall be left as close as possible in the same condition as it was prior to the commencement of the work.

**33. MAINTENANCE**

The Contractor shall repair and make good at his expense any damages or faults in the work that may appear within one year after its completion (as evidenced by the final inspection report), as the result of imperfect or defective work done or materials furnished. Nothing herein contained shall be construed as any way restricting or limiting the liability of the Contractor under the appropriate laws under which the work is being done.

## **APPENDIX A**

### **SUBMISSION ENVELOPE**

Complete the required information on the following Tender envelope cover sheet and firmly affix to the Tender submission envelope.

SUBMITTED BY:

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# TENDER

**SUBMITTED TO:** TOWN OF AMHERSTBURG – TOWN HALL (UPPER LEVEL)  
271 SANDWICH STREET SOUTH  
AMHERSTBURG, ONTARIO  
N9V2A5

**ATTENTION:** CLERKS DEPARTMENT

**PROJECT:** 2017 ROAD REPAIRS  
T06-2017-008

**CLOSING:** TUESDAY, APRIL 18, 2017 AT 11:00AM

THIS PORTION TO BE COMPLETED BY THE TOWN OF AMHERSTBURG

RECEIVED DATE: \_\_\_\_\_ RECEIVED TIME: \_\_\_\_\_ RECEIVER'S INITIALS: \_\_\_\_\_ SUBMITTER'S INITIALS: \_\_\_\_\_

# APPENDIX B

## TOWN OF AMHERSTBURG ACCESSIBLE CUSTOMER SERVICE STANDARDS POLICY

### Accessible Customer Service Standards Policy

#### Disruption of Services

If there is a disruption in a particular facility or service used to allow a person with a disability to access goods or services, the Town will give notice of the disruption to the public by posting the reason for the disruption, the anticipated duration of the disruption, and alternative facilities or services that may be available. This posting will be in a conspicuous place on the premises of the Town of Amherstburg, the Town website and/or by other reasonable methods in the circumstances.

If the Town anticipates a disruption, the Town will provide a reasonable amount of advance notice of the disruption. If the disruption is unexpected, notice will be provided as soon as possible.

#### Training

The Town will ensure that all persons to whom the *Accessible Customer Service Standards Policy* applies to receive training as required. The amount and format of training given will be tailored to suit each person's interactions with the public and his or her involvement in the development of policies, procedures and practices pertaining to the provision of goods and services. This training includes, but is not limited to, the Town's policies, procedures and practices pertaining to the provision of goods and services to customers with disabilities and how to assist customers with disabilities in accessing the Town's goods and services. The Town will keep records of this training.



#### Feedback

Feedback from the public is welcomed as it may identify areas that require change and encourage service improvements.

Feedback or complaints may be given by telephone, in person, in writing, or in electronic format or through other methods.

Information about the Town's feedback policy and process is posted on the Town's website ([www.amherstburg.ca](http://www.amherstburg.ca)).

If a complaint is received regarding the accessibility of the Town's goods and services, it will be reviewed by the relevant division or department. These will be reviewed for the purpose of resolving the issue and to improve the Town's understanding of the Town of Amherstburg customer's needs.

Feedback will be responded to within three (3) business days of its receipt by the Town.

#### Availability of Documents

This policy will be made available upon request in a format that takes into account the person's disability to any person to whom it provides goods or services as well as on the Town of Amherstburg website.

### Town of Amherstburg

### Accessible Customer Service Standards Policy



Town of Amherstburg  
271 Sandwich Street S.  
Amherstburg, Ontario  
N9V 2A5

Phone: 519-736-0012  
Fax: 519-736-5403

Email:  
[accessibility@amherstburg.ca](mailto:accessibility@amherstburg.ca)



### Town of Amherstburg Accessible Customer Service Policy—Background and Purpose

*The Accessibility for Ontarians with Disabilities Act, 2005 (AODA)* is a Provincial Act with the purpose of developing, implementing and enforcing standards that enhance the ability of persons with disabilities to access the goods and services that are available to others. Accessibility Standards for Customer Service is the first standard to be passed as a regulation and become law in Ontario. Under this standard designated private and public sector organizations must develop certain policies, procedures and practices pertaining to customer service to persons with disabilities.

#### What is Accessible Customer Service?

Persons with disabilities may require assistance or accommodation in the way that goods and services are provided to them. The type of accommodation provided may vary depending on the customer's unique needs.

#### Accessible Customer Service Policy Statement

The Town of Amherstburg is committed to providing quality goods and services that are accessible to all persons that we serve.

#### Exclusions

This Accessible Customer Service Standards Policy shall not apply during any period where Council has declared a "State of Emergency" as defined under the Emergency Management Act.

### GENERAL PRINCIPLES

#### The Provision of Goods and Services to Persons with Disabilities

The Town of Amherstburg will use reasonable efforts to ensure that the Town's goods and services are provided in a manner that:

- Respects the dignity and independence of persons with disabilities;
- Provides goods and services to persons with disabilities in an integrated manner with those who do not have disabilities unless an alternative measure is necessary and
- Provides an opportunity equal to that of persons without disabilities to obtain, use or benefit from the Town's goods and services.

When communicating with a person with a disability, the Town will do so in a manner that takes into account the person's disability.

#### Assistive Devices, Service Animals and Support Persons

Persons with disabilities may use assistive devices, support persons or service animals to assist them in accessing the Town's goods and services.

The Town will allow people to use their personal assistive device to access services. The Town will also ensure that staff is familiar with how to use or how to access information on the use of the assistive devices which are available in their respective area of responsibility.

If a person with a disability is accompanied by a service animal, the Town will permit the person to enter the premises with the animal and keep it with him or her, unless the animal is otherwise excluded by law from the premises. If the service animal is excluded by law from the premises, the Town will look to other avail-

able measures to enable the person with a disability to obtain, use or benefit from the Town's goods and services.

If it is not readily apparent that the animal is a service animal, the Town may ask the person with a disability for a letter from a physician or nurse confirming that the person requires the animal for reasons relating to his or her disability. The Town may also, or instead, ask for a valid identification card signed by the Attorney General of Canada or a certificate of training from a recognized guide dog or service animal training school.

It is the responsibility of the person with a disability to ensure that his or her service animal is kept in control at all times.

If a person with a disability is accompanied by a support person, they are permitted to enter the premises together and are not prevented from having access to each other while on the premises.

The Town may require a person with a disability to be accompanied by a support person while on Town premises in situations where it is necessary to protect the health or safety of the person with a disability or the health and safety of others on the premises.

Where fees for goods and services are advertised or promoted by the Town of Amherstburg, it will provide advance notice of the amount payable, if any, in respect of the support person.

